

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

CONVERSE INC.,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 1:13-cv-12220
)	
AUTONOMIE PROJECT, INC.)	Judge Richard G. Stearns
)	Magistrate Judge Leo T. Sorokin
Defendant.)	
)	

CONSENT JUDGMENT

Plaintiff Converse Inc. (“Converse”) filed civil action number 13-cv-12220 on September 9, 2013 against Defendant Autonomie Project, Inc. (“Autonomie”), asserting claims for (a) trademark infringement under 15 U.S.C. § 1114; (b) unfair competition under 15 U.S.C. § 1125(a); (c) trademark dilution under 15 U.S.C. § 1125(c); (d) trademark infringement and unfair competition under the common law; (e) trademark dilution under Massachusetts General Law Chapter 110H; and (f) unfair business practices under Massachusetts General Law Chapter 93A. Converse duly served its Complaint on Autonomie on October 9, 2013. Autonomie now stipulates and consents to the Court’s entry of this Consent Judgment.

NOW THEREFORE, upon consent of the parties, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. The Court has subject matter jurisdiction over this action pursuant to 15 U.S.C. § 1121(a) and 28 U.S.C. §§ 1331, 1338(a) & (b), and 1367(a).
2. The Court has personal jurisdiction over Autonomie and venue is proper in this judicial district at least because of the Autonomie’s commission of infringing and diluting acts in this judicial district.
3. Converse owns all right, title, and interest in and to the valid and enforceable

federal and common law trademark rights in: (a) the distinctive and non-functional overall look of the outsole, midsole and upper designs commonly used in connection with Converse's Chuck Taylor All Star shoes, (b) the design of the two stripes on the midsole of the shoe, the design of the toe cap, the design of the multi-layered toe bumper featuring diamonds and line patterns, sub-combination(s) of any three or more of these elements, and the relative position of these elements to each other, and (c) U.S. Trademark Registration Nos. 1,588,960; 3,258,103; 4,062,112; and 4,065,482. Converse's federally registered and common law trademark rights in these designs are collectively hereafter referred to as the "Converse Trade Dress."

4. Autonomie admits that the Converse Trade Dress is well known, famous, and associated with Converse, and that the goodwill appurtenant thereto belongs exclusively to Converse.

5. Autonomie admits that its promotion of, advertising of, offers to sell, sales, distribution and/or importation of products in connection with the Converse Trade Dress or colorable imitations thereof, (collectively hereafter referred to as the "Offending Footwear," where the Offending Footwear includes, but is not limited to, shoes having the model names: "Ethletic Hi-top," "Ethletic Low-top," "Ethletic Children's Sneakers," and "Ethletic Youth Sneakers."): (a) is likely to cause confusion, mistake, or to deceive as to the affiliation, connection, or association of Autonomie with Converse, or as to the source, origin, sponsorship, or approval of Autonomie's products by Converse, (b) dilutes the distinctiveness of the Converse Marks, and (c) constitutes false designations of origin and unfair competition.

6. Autonomie and its respective subsidiaries, parents, agents, licensees, successors, and assigns and all persons and entities in active concert or participation with them, are permanently enjoined and prohibited from:

a. Ordering, marketing, offering to sell, selling, importing and/or distributing – whether directly or indirectly – (i) Offending Footwear and colorable imitations thereof, and/or (ii) products bearing the Converse Trade Dress and colorable imitations thereof.

b. Using – whether directly or indirectly – any of the Converse Trade Dress – including all elements, colorable imitations, and confusingly similar variations of the Converse Trade Dress – in connection with marketing, offering to sell, selling, importing or distributing footwear, apparel, or accessories worldwide;

c. Aiding, assisting or abetting – whether directly or indirectly - any other party in doing any act prohibited by sub-paragraphs (a) through (b) above.

7. Except as provided herein, each party shall bear its own costs and attorney fees.

8. This Court shall retain jurisdiction over the parties for the purpose of enforcing the terms of this Consent Judgment and Permanent Injunction.

9. Judgment is hereby entered in favor of Converse on all counts of its Complaint.

10. This Order represents a final adjudication of all claims, counterclaims, and defenses that were, or could have been, brought between Converse and Autonomie in this case. This Order is intended to be final and shall bind Converse and Autonomie on all issues that were or could have been litigated in this proceeding and that no appeal shall be taken here from.

Dated: Jan. 15, 2014

SO ORDERED:


United States District Judge

Consented and Agreed to:

Converse Inc.

By: /s/ Erin E. Bryan

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Date: 1/9/2014

Autonomie Project, Inc.

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Signed for Autonomie Project, Inc.

Name: JS
Title: owner

Date: 12/20/13